

DRAFT
A REGULAR MEETING OF THE FAUQUIER COUNTY BOARD OF SUPERVISORS
WAS HELD JULY 14, 2005 AT 11:00 A.M. IN WARRENTON, VIRGINIA

P R E S E N T Mr. Raymond E. Graham, Chairman; Mr. Harry F. Atherton, Vice-Chairman;
Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling;
Mr. Paul S. McCulla, County Administrator; Mr. Kevin Burke, County
Attorney

AGENDA REVIEW

The Board of Supervisors reviewed the agenda.

A WORK SESSION TO REVIEW MEALS TAX, ADMISSIONS TAX, AND BUSINESS, PROFESSIONAL AND OCCUPATION LICENSE TAX

Ross D'Urso, Commissioner of the Revenue, provided an overview of the requirements for a Meals and Admissions Taxes, and also reviewed the current status of the Business, Professional and Occupation License (BPOL) Tax.

A DISCUSSION TO REVIEW RESIDENTIAL AND SCHOOL WASTE AND RECYCLE PROGRAMS

Mike Dorsey, Director of the Department of Environmental Services, reviewed residential and school waste and recycling programs, and recommended certain capital and operational changes that are expected to improve services to the public and the school system

A WORK SESSION TO REVIEW ZONING ORDINANCE TEXT AMENDMENT TO SECTION 2-308.4 TO ELIMINATE DENSITY CREDIT FOR FLOODPLAIN

Todd Benson, Assistant Zoning Administrator, reviewed a proposed Zoning Ordinance text amendment to Section 2-308.4 to Eliminate Density Credit for Floodplain, as well as a proposed Zoning Ordinance text amendment to Section 2-406, Subsection (4) of the Fauquier County Zoning Ordinance to prohibit lots in conventional subdivisions of twenty-five or more lots from containing any portion of a One Hundred Year Floodplain

A WORK SESSION TO REVIEW PROPOSED AMENDMENTS TO THE COMPREHENSIVE PLAN CHAPTER 10 – TRANSPORTATION

Rick Carr, Director of Community Development, reviewed proposed amendments to the Comprehensive Plan, Chapter 10 – Transportation.

A CLOSED SESSION TO DISCUSS POTENTIAL ACQUISITION AND DISPOSITION OF REAL PROPERTY, AND TO DISCUSS PERSONNEL MATTERS

Mr. Downey moved to go into a closed meeting, pursuant to §2.2-3711(A)(3) of the Code of Virginia, for discussion or consideration of condition, acquisition or use of real property for public purposes, and for consultation with legal counsel pertaining to same; and, pursuant to §2.2-3711(A)(1) of the Code of Virginia, for consideration of prospective candidates for

employment, and salaries of specific employees of any public body. Mr. Atherton seconded, and the vote for the motion was unanimous as follows:

Ayes: *Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

Cheryl Chumley, staff writer for the Fauquier Times-Democrat newspaper, protested the motion and indicated that her objection was due to a lack of specificity of the motion.

Following discussion, Mr. Downey moved to amend the motion, and moved to go into a closed meeting, pursuant to §2.2-3711(A)(3) of the Code of Virginia, for discussion or consideration of condition, acquisition or use of real property for public purposes, to wit, approximately five acres adjacent to the proposed Central Sports Complex, and for consultation with legal counsel pertaining to same; and, pursuant to §2.2-3711(A)(1) of the Code of Virginia, for consideration of prospective candidates for employment for the position of Finance Director, and salaries of specific employees of any public body. Mr. Atherton seconded, and the vote for the motion was unanimous as follows:

Ayes: *Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

Upon reconvening from the closed meeting, Mr. Graham moved, to adopt the following certification. Mr. Atherton seconded, and the vote for the motion was unanimous as follows:

Ayes: *Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling*
Nays: *None*
Absent During Vote: *None*
Abstention: *None*

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Fauquier County Board of Supervisors has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provision of the Virginia Freedom of Information Act; and

WHEREAS, §2.2-3712.D of the Code of Virginia requires a certification by this Board of Supervisors that such closed meeting was conducted in conformity with Virginia Law; now, therefore, be it

RESOLVED this 14th day of July 2005, That the Fauquier County Board of Supervisors certifies that, to the best of each member's knowledge (i) only public business matters lawfully

exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed or considered by the Fauquier County Board of Supervisors.

The meeting was reconvened in Regular Session at 6:30 P.M.

ADOPTION OF THE AGENDA

Mr. Atherton moved to adopt the agenda, with the following changes. Mr. Downey seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Raymond E. Graham; Mr. Harry Atherton; Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

- Add consent agenda item “l”, A Resolution to Authorize the Execution of the Public Safety Radio System Shared Facilities Agreement with Culpeper County.
- Add consent agenda item “m”, A Resolution Appointing Kevin J. Burke County Attorney.
- Add consent agenda item “n”, A Resolution Directing the County Administrator to Advertise a Public Hearing to Consider a Budget Amendment Related to HVAC at Liberty High School and Construction for Claude Thompson Elementary School.
- Add consent agenda item “o”, A Resolution to Initiate a Zoning Ordinance Text Amendment to Section 5-105 to Increase the Square Footage of Accessory Family Dwelling Units and to Expand the Classes and Number of People that Can Dwell Therein.
- Remove regular agenda item #11, A Resolution to Schedule a Public Hearing to Lease Property Located at 7252 Fifth Street, Remington, Virginia, to Fauquier Housing Corporation for Use as an Affordable Rental Unit, and add as consent agenda item “p”.
- Remove regular agenda item #14, A Resolution to Approve the Request of David W. and Rebecca J. Loving to Reduce the time Requirement of Section 2-39.3(A)(3) of the Fauquier County Subdivision Ordinance to Allow the Transfer of a Family Division Lot to a Non-Immediate Family Member, and add as consent agenda item “q”.

CITIZENS' TIME

- Richard Benfer, Scott District, spoke in opposition to Route 605 as a site for the new high school, and also stated that he was proud of the County’s “long term” citizens.

- Linda Lawler, Marshall District, thanked Board members who voted against Route 605 as a site for the new high school.
- Larry Evans, Scott District, spoke in opposition to Route 605 as a site for the new high school, and expressed his appreciation to Board members who voted against the location.
- Janet Davis, Cedar Run District, thanked Board members who voted against Route 605 as a site for the new high school.
- Barbara Consentino, Cedar Run District, spoke in opposition to Route 605 as a site for the new high school.
- Sheryl Wolfe, Lee District, spoke in favor of a proposed amendment to the Fauquier County Board of Supervisors' Code of Ethics.
- Thomas Burke, Scott District, spoke in opposition to Route 605 as a site for the new high school, and expressed his appreciation to Board members who voted against the location.
- Jay VanGelder, Cedar Run District, School Board Chairman, spoke in favor of a proposed resolution to reconsider the June 9, 2005 vote of the Board of Supervisors to deny the Route 605 site for the new high school.
- Jack Vance, Scott District, commended Board members who voted in opposition to Route 605 as a site for the new high school.
- Ray Bramberg, Marshall District, stated that residents of Timberidge subdivision have signed a petition in opposition to the proposed Routes 211/17 connector.

PROCLAMATIONS AND RECOGNITIONS

None

CONSENT AGENDA

Mr. Atherton moved to adopt the following consent agenda items. Mr. Stribling seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

Approval of the Minutes for the June 9, 2005 Regular Meeting of the Fauquier County Board of Supervisors

A Resolution to Amend the FY 2005 Adopted Budget in the Amount of \$81,452 and FY 2006 Adopted Budget in the Amount of \$76,200

RESOLUTION

A RESOLUTION TO AMEND THE FY 2005 ADOPTED BUDGET IN THE AMOUNT OF \$81,452 AND THE FY 2006 ADOPTED BUDGET IN THE AMOUNT OF \$76,200

WHEREAS, the Board of Supervisors is charged by the Code of Virginia with the preparation of an annual budget for Fauquier County; and

WHEREAS, on March 29, 2004, the Fauquier County Board of Supervisors adopted the Fauquier County FY 2005 Budget, and on March 31, 2005, adopted the Fauquier County FY 2006 Budget; and

WHEREAS, during the course of the fiscal year certain events occur which necessitate changing the budget plan by increasing or decreasing the total budget; and

WHEREAS, on June 7, 2005, the Finance Committee recommended FY 2005 Budget adjustments of \$81,452 and FY 2006 Budget adjustments of \$76,200 for the purposes set forth below; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That the FY 2005 Budget be, and is hereby, amended in the amount of \$81,452 and the FY 2006 Budget amended in the amount of \$76,200 as follows:

Source	FROM Code	Amount	Department	TO Code	Amount
<u>FY 2005</u>					
Insurance Recovery	3-100-411000-0010	\$10,900	Sheriff's Office	4-302-031200-8107	\$10,900
Student Fees, F&RA	3-270-189900-0050	\$849	F&RA	4-270-032250-6012	\$239
				4-270-032250-6013	\$400
				4-270-032250-3500	\$210
Student Fees, F&RA	3-270-189900-0050	\$1,404	F&RA	4-270-032210-6013	\$765
				4-270-032210-6014	\$639
Truck Company Reimbursement	3-270-189900-0050	\$2,512	F&RA	4-270-032220-6014	\$2,512
F&RA	4-270-032250-1301	\$3,787	F&ES	4-271-032420-1201	\$3,787
Contingency Reserve (Transfer)	4-100-091400-9999	\$32,000	Parks & Recreation	4-100-711400-5130	\$32,000
Contingency Reserve (Transfer)	4-100-091400-9999	\$30,000	Budget Office Mosby Foundation	4-100-081600-5650	\$30,000

FY 2006

Carry Over	3-100-419000-0010	\$67,500	GIS	4-100-013010-3160	\$67,500
Carry Over	3-100-419000-0010	\$8,700	GIS	4-100-013010-1302	\$8,700
TOTAL		\$157,652			\$157,652

A Resolution to Adopt the Board Of Supervisors' Legislative Proposals for the 2006 General Assembly

RESOLUTION

A RESOLUTION TO ADOPT THE BOARD OF SUPERVISORS'
LEGISLATIVE PROPOSALS FOR THE 2006 GENERAL ASSEMBLY

WHEREAS, Fauquier County has a variety of issues and interests which require legislative action by the Virginia General Assembly; and

WHEREAS, the Virginia Association of Counties (VACo) has requested submission of such legislative proposals for consideration in the 2006 VACo Legislative Program; and

WHEREAS, from time to time the Board of Supervisors may revise its Legislative Program to include additional legislative priorities and issues; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That the Board of Supervisors' 2006 Legislative Program be, and is hereby, adopted as follows:

LEGISLATIVE PRIORITIES:

- Adequate Public Facilities - Fauquier County supports Adequate Public Facilities legislation, which would permit high growth localities, as part of their subdivision or zoning ordinance, to determine whether public facilities are adequate to support the services which will be required by the proposed subdivision or rezoning.
- Impact Fees - Fauquier County continues to support legislation that would allow localities the option to assess impact fees for School Construction and other essential government services in lieu of voluntary cash proffers.
- School Funding - Fauquier County supports the continued full funding of the State's share of the Standards of Quality, full funding of any categorical educational mandate, including pay raises, and full funding of the State's portion of the Standards of Learning relating to instructional technology. Fauquier County also supports increased funding for School Construction.
- Northern Virginia Differential - Fauquier County respectfully requests those State legislators representing Fauquier County introduce legislation to incorporate Fauquier County into the Northern Virginia Differential Funding Formula.
- Local Revenue Authority - Fauquier County opposes any measure that would eliminate or reduce any local government revenue authority.

- Local Government Zoning and Land Use Authority - Fauquier County opposes any further dilution of the zoning and land use regulatory authority of local governments.
- Increased Local Authority - Fauquier County supports legislation to provide for increased local authority in planning, zoning and revenue matters through a statutory relaxation of the Dillon Rule. However, the relaxation of the Dillon Rule should not be accompanied by a shift of responsibility for various programs from the State government to local government.
- Purchase of Development Rights - Fauquier County supports increased State funding for the purchase of conservation easements and other land conservation needs, including funding through the Virginia Agricultural Vitality Program.
- Land Use Taxation - Fauquier County supports legislation that would lengthen the Use Value Taxation roll-back period to at least ten years.
- Water Resources Planning - Fauquier County supports a comprehensive study of the Commonwealth's surface and groundwater resources.
- Libraries - Full funding of the State aid formula for public libraries, and increased funding of the State library technology plan.
- Road Improvements - Support legislation that increases VDOT funding levels for revenue sharing regarding improvements to State primary and secondary roads.

A Resolution to Authorize Re-Titling the Vacant Position Classification of Accounting Clerk to Deputy Clerk I Within the Office of the Clerk of the Circuit Court

RESOLUTION

A RESOLUTION TO AUTHORIZE RE-TITLING THE VACANT POSITION
CLASSIFICATION OF ACCOUNTING CLERK TO DEPUTY CLERK I WITHIN THE
OFFICE OF THE CLERK OF THE CIRCUIT COURT

WHEREAS, the Office of the Clerk of the Circuit Court currently has an Accounting Clerk vacancy; and

WHEREAS, the position of Accounting Clerk has been reviewed by Springsted Incorporated; and

WHEREAS, Springsted Incorporated has recommended re-titling the position to Deputy Clerk I; now, therefore, be it

RESOLVED, by the Fauquier County Board of Supervisors this 14th day of July 2005, That the position title of Accounting Clerk be, and is hereby, re-titled to Deputy Clerk I.

A Resolution to Authorize the County Administrator to Execute an Agreement with the Commonwealth Transportation Commissioner for Enforcement of Virginia Code Section 33.1-374 Pertaining to Illegal Signs in the Right-of-Way

RESOLUTION

A RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH THE COMMONWEALTH TRANSPORTATION COMMISSIONER FOR ENFORCEMENT OF VIRGINIA CODE SECTION 33.1-374 PERTAINING TO ILLEGAL SIGNS IN THE RIGHT-OF-WAY

WHEREAS, pursuant to Title 33.1, Chapter 7, Article 1 of the Code of Virginia, 1950, as amended, the Virginia Department of Transportation (VDOT) enforces a prohibition on the placement of signs and advertisements within the limits of highways in the Commonwealth; and

WHEREAS, the Fauquier County Board of Supervisors has an interest in protecting the public health, safety, and welfare, and in protecting the appearance of the County in general; and

WHEREAS, the Board has found that the proliferation of advertisements and other signs in the right-of-way of highways threatens the public safety and the welfare of the County, has a negative effect on the appearance of highways, and violates County Ordinances; and

WHEREAS, the Board desires to exercise its authority under §15.2-1200 of the Code of Virginia, 1950, as amended, to regulate the placement of advertisements and signs in the right-of-way of highways in the County, in a manner consistent with existing provisions of the Code of Virginia and regulations promulgated by the Commonwealth Transportation Commissioner, as provided in §33.1-374; and

WHEREAS, the Board desires additional authority, as an agent of the Commonwealth Transportation Commissioner, for the removal of signs and advertisements from the highways in Fauquier County; and

WHEREAS, the Commonwealth Transportation Commissioner desires the Board's assistance in removing signs and advertisements from the highways in Fauquier County, and wishes to designate the Board of Supervisors and its designees as agents of the Commonwealth Transportation Commissioner for the removal, obliteration, and abatement of signs and advertisements within the limits of highways in Fauquier County; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That the Board of Supervisors does hereby authorize the County Administrator to execute an Agreement Between the Virginia Department of Transportation and the Board of Supervisors of Fauquier County, Virginia, for the Removal of Illegal Signs Within the Limits of the Highway.

AGREEMENT BETWEEN
THE VIRGINIA DEPARTMENT OF TRANSPORTATION
AND
THE BOARD OF SUPERVISORS

OF
FAUQUIER COUNTY, VIRGINIA
FOR THE REMOVAL OF ILLEGAL SIGNS
WITHIN THE LIMITS OF THE HIGHWAY

THIS AGREEMENT is entered into _____, 2005, by the Virginia Department of Transportation (VDOT) and the Board of Supervisors of Fauquier County, Virginia (Board).

WITNESSETH:

WHEREAS, pursuant to Title 33.1, Chapter 7, Article 1 of the Code of Virginia, 1950, as amended, VDOT enforces a prohibition on the placement of signs and advertisements within the limits of highways in the Commonwealth; and

WHEREAS, the Board, as the governing body of Fauquier County, has an interest in protecting the public health, safety, and welfare, and in protecting the appearance of the County in general; and

WHEREAS, the Board has found that the proliferation of advertisements and other signs in the right-of-way of highways in Fauquier County threatens the public safety and the welfare of the County, and has a negative effect on the appearance of highways, and violates County Ordinances; and

WHEREAS, the Board desires to exercise its authority under §15.2-1200 of the Code of Virginia, 1950, as amended, to regulate the placement of advertisements and signs in the right-of-way of highways in the County, in a manner consistent with existing provisions of the Code of Virginia and regulations promulgated by the Commonwealth Transportation Commissioner, as provided in §33.1-374; and

WHEREAS, the Board desires additional authority, as an agent of the Commonwealth Transportation Commissioner, for the removal of signs and advertisements from the highways in Fauquier County; and

WHEREAS, the Commonwealth Transportation Commissioner desires the Board's assistance in removing signs and advertisements from the highways in Fauquier County, and wishes to designate the Board of Supervisors and its designees as agents of the Commonwealth Transportation Commissioner for the removal, obliteration, and abatement of signs and advertisements within the limits of highways in Fauquier County.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. This Agreement is entered into pursuant to Va. Code Section 33.1-375.1(D) by the authorized representatives of the parties following approval by the Board in a public meeting held on July 14, 2005.

2. VDOT designates the Board, and its designees, as its agents for the purposes of removing any signs or advertisements located within the rights-of-way which violate the provisions of §33.1-373, Code of Virginia.
3. VDOT designates the Board, and its designees, as its agents for the purposes of prosecuting violations of §33.1-373, Code of Virginia, seeking any remedy authorized by that section, and recovering any civil penalties, fines, costs of abatement, court costs, attorney fees, and any other fines, penalties, or costs that may be awarded by a court under that section. The County shall also be entitled to full reimbursement from the violator, of its costs of sign removal and enforcement. Any civil penalties collected shall be remitted by the Board on a quarterly basis to the Commonwealth Transportation Commissioner and paid into the Highway Maintenance and Operating Fund. This section does not limit in any way the County's authority to seek to remedy in its own right and on its own behalf violations of the County Zoning Ordinances.
4. This Agreement shall remain in full force and effect unless sooner terminated upon 30-days' written notice by either party to the other party.
5. This Agreement may be amended at any time by the written agreement of the parties.

WITNESS the following signatures and seals:

VIRGINIA DEPARTMENT OF TRANSPORTATION

By: _____
Philip A. Shucet, Commissioner

Date: _____

FAUQUIER COUNTY, VIRGINIA

By: _____
Paul S. McCulla, County Administrator

Date: _____

A Resolution to Award A Contract for Cell II Construction at the Corral Farm Landfill

RESOLUTION

A RESOLUTION TO AWARD A CONTRACT FOR CELL II CONSTRUCTION AT THE
CORRAL FARM LANDFILL

WHEREAS, Fauquier County requested bids for the construction of Cell II at the Corral Farm Landfill; and

WHEREAS, the bid submitted has been reviewed and is within the project engineers' estimate; now, therefore be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That the Board of Supervisors does hereby authorize the County Administrator to execute a contract for the construction of Cell II at the Corral Farm Landfill with New Dominion Construction, Inc. in the amount of \$1,914,520.

A Resolution Authorizing the County Administrator to File with the Governor of Virginia a Request to Designate Fauquier County as a Drought Disaster Area

RESOLUTION

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO FILE WITH THE GOVERNOR OF VIRGINIA A REQUEST TO DESIGNATE FAUQUIER COUNTY AS A DROUGHT DISASTER AREA

WHEREAS, the drought conditions in the Fauquier County have severely affected farmers; and

WHEREAS, during the growing season of this year Fauquier County has received considerably less rain than normal, while experiencing unseasonably high temperatures; and

WHEREAS, the County of Fauquier Food and Agriculture Council, made up of the Farm Service Agency, the Natural Resource Conservation Service, and Virginia Cooperative Extension, has reported that approximately 150,500 acres of farm land has been adversely affected within the County at an estimated loss of \$2.35 million; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That the County Administrator be, and is hereby, authorized to file with the Governor of Virginia a request that the Fauquier County be designated as a drought disaster area.

A Resolution to Approve the Mutual Firefighting and Rescue Assistance Agreement with Loudoun County

RESOLUTION

A RESOLUTION TO APPROVE THE MUTUAL FIREFIGHTING AND RESCUE ASSISTANCE AGREEMENT WITH LOUDOUN COUNTY

WHEREAS, the Board of Supervisors recognizes the importance of sharing resources with neighboring jurisdictions during emergency events; and

WHEREAS, the Board of Supervisors, the Fauquier Fire and Rescue Association, and Loudoun County have developed a Mutual Firefighting and Rescue Assistance Agreement for providing fire, rescue, and emergency service resources; and

WHEREAS, each of the parties hereto provides, has, or maintains certain equipment and personnel for use in response to emergency situations through paid and/or volunteer companies within their jurisdictions and areas; and

WHEREAS, the Board of Supervisors, the Fauquier Fire and Rescue Association and Loudoun County hereto desire to define their cooperative arrangement for fire protection and rescue service and augment the fire protection and rescue service available in their various jurisdictions and areas in the event of large fires or conflagration or disasters; and

WHEREAS, it is the policy of the Board of Supervisors, the Fauquier Fire and Rescue Association, and Loudoun County to conclude such agreements whenever practicable; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to this Agreement to render assistance to one another in accordance with these terms; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors, this 14th day of July 2005, That the Chairman be, and is hereby, authorized to sign the approved Agreement on behalf of Fauquier County with implementation effective this date.

MUTUAL FIREFIGHTING AND RESCUE ASSISTANCE AGREEMENT

This Agreement made and entered into this ____ day of _____, ____ by and between the Board of Supervisors of Loudoun County, Virginia, party of the first part, and the Board of Supervisors of Fauquier County, Virginia, party of the second part.

WITNESSETH:

WHEREAS, each of the parties hereto maintains equipment and personnel for the suppression of fires and for rescue service through paid and/or volunteer companies within its own jurisdiction and areas; and

WHEREAS, the parties hereto desire to define their cooperative arrangement for fire protection and rescue service and augment the fire protection and rescue service in their respective jurisdictions and areas; and

WHEREAS, the parties hereto possess the authority to enter into this Agreement on behalf of the volunteer fire and/or rescue companies within their jurisdictions, and

WHEREAS, it is the policy of the Board of Supervisors of Loudoun County and the Board of Supervisors of Fauquier County, respectively, to establish such agreements whenever practicable; and

WHEREAS, it is deemed mutually beneficial for the parties to this Mutual Firefighting and Rescue Assistance (hereinafter referred to as "Agreement") to render assistance to one another in accordance with the terms set forth herein;

THEREFORE IT IS AGREED THAT

1. For the purposes of this Agreement, the following definitions shall apply:

Assistance – any fire/rescue service rendered by any jurisdiction to the other pursuant to this Agreement. The Parties agree that assistance provided by their employees or agents will only be furnished by entities and individuals who possess all required state and local training, licenses and certifications required for the rendering of any fire/rescue services performed by those entities or individuals.

Host Jurisdiction – the party within whose political boundaries the emergency response and/ or request for assistance is located.

Mutual Assistance Jurisdiction – the party whose political boundaries are outside of the jurisdiction where the emergency response and/ or request for assistance is located.

Incident Commander – the senior officer of the fire and/or rescue department or company present at an emergency who has assumed operational control over the deployed forces.

Region – the area consisting of Loudoun County and Fauquier County.

Senior Officer – the highest-ranking member of the fire and/or rescue department or company present.

2. A "region" consists of the property under the respective political jurisdictions of the Parties to this agreement for purposes of providing fire and rescue services pursuant to Sections 27-1 and 27-4 of the Code of Virginia. Fire and/or rescue departments and companies of each party shall be part of a mutual aid regional fire and rescue response system for the purpose of providing for mutual aid dispatch and response of each department's and company's units to emergencies which occur within the region.
3. Whenever it is deemed advisable by the host jurisdiction, or by the senior officer of any such fire or rescue department actually present at the emergency incident, to request firefighting or rescue assistance under the terms of this Agreement, then that jurisdiction or that senior officer is authorized to do so.
4. Where the geographic location of the emergency response and/ or request for assistance is located closer to a mutual assistance jurisdiction's fire or rescue station, the closest station shall be dispatched as an add-on company, along with the normal response of the host jurisdiction.
5. Each Party will provide firefighting and rescue apparatus, equipment, and personnel to ensure an equitable level of in-kind service delivery between the parties. At a minimum, each party will provide for the response a firefighting apparatus as well as basic and advanced life support ambulances (as appropriate) to fire, rescue and ems incidents pursuant to this Agreement. As noted in Paragraph 1 of this Agreement, each Party will provide fire/rescue services through entities and personnel who are fully licensed, trained, and certified in accordance with all applicable laws and regulations to perform the services they actually provide under this Agreement. The jurisdiction providing assistance will only send those personnel that it fully recognizes and authorizes to

perform the same services in its own jurisdiction that they are being dispatched to the host jurisdiction to perform. Further, as a condition to the performance of emergency medical services by either Party to the other under this Agreement, the Parties agree that their respective Operational Medical Directors and their Chiefs of Fire and Rescue shall sign the Operational Medical Directors Memorandum of Understanding, which is attached to this Agreement as appendix C. This Operational Medical Directors Memorandum of Understanding may be amended from time to time, as the Medical Directors and the respective Chiefs of Fire and Rescue deem necessary and appropriate, without further amendment to this Agreement. However, an Operational Medical Directors Memorandum of Understanding must exist at all times as a condition of the rendering of emergency medical assistance under this Agreement. An operational response plan will be attached in appendix A and B to identify areas of automatic aid and operational procedures.

6. When appropriate during an emergency, the communication center of the host jurisdiction shall announce during the incident dispatch the added mutual aid unit due, followed by the formal request for aid to the other party's communication center. Communications for the incident shall be handled by the host jurisdiction's communications center in accordance with the operating procedures established by each jurisdiction. Communications Interoperability issues will be identified and shall be corrected prior to this agreement being placed into effect.
7. The rendering of assistance specified in paragraphs 2, 3, 4, and 5 of this Agreement is mandatory if the apparatus is/are available. Each party shall respond to fire and rescue emergencies in the region when requested by another party's communication center so long as equipment and staffing are available to do so.
8. The senior officer on duty at the assisting jurisdiction's fire and rescue communication center receiving a dispatch request pursuant to this Agreement shall:
 - a. Immediately determine if the requested apparatus is/are available for response to the call.
 - b. If the requested apparatus is/are available, immediately dispatch the apparatus and personnel to the call in accordance to the terms of this Agreement.
 - c. If the requested apparatus is/are not available, immediately inform the requesting jurisdiction of the situation.
9. Whenever fire and/or rescue companies or departments are called to provide service in the region, the senior officer of the first company to arrive shall establish incident command as prescribed by the Northern Virginia Consolidated and National Incident Management System until a senior officer of the host jurisdiction's Department arrives. Command shall be transferred to the senior officer of the host jurisdiction's Department once that senior officer arrives and requests such command. Training on the Incident Command system shall be conducted by each jurisdiction.
10. All services performed under this Agreement shall be rendered without reimbursement to the assisting jurisdiction by the host jurisdiction unless otherwise specified by law.

However, nothing in this Agreement shall be construed to prevent either party from seeking reimbursement of the costs of emergency assistance from other individuals or entities or from state or federal funding sources, as may be provided by law.

11. Each party to this Agreement waives all claims against the other party to this Agreement for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of the terms of this Agreement.
12. Each party to this Agreement waives all claims identified in Paragraph 14 against signatories to any other mutual aid agreements that may exist between each of the parties to this Agreement and other jurisdictions when those signatories are performing emergency response activities within the region at the request of one of the parties to this Agreement.
13. This Agreement supersedes any and all prior mutual aid or other related agreements for fire and rescue services between the parties.
14. This Agreement shall become effective when it is signed by the two parties and shall remain in full force and effect until canceled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving ninety (90) days notice of said cancellation.
15. All services performed by the parties and their personnel, as well as expenditures made under this Agreement, shall be deemed to be for public and governmental purposes, and all immunities from liability enjoyed by federal, state and local governments within each party's boundaries shall extend to its participation in rendering emergency services in accordance with this Agreement outside its boundaries.

To the extent permitted by the laws of the Commonwealth of Virginia, each party to this Agreement will be responsible for the acts and omissions of its agents and employees within the scope of their duties which cause injury to persons or property. Notwithstanding the foregoing, neither party shall be responsible for punitive damages assessed against its employees or agents, or for any criminal conduct by its employees or agents. Nothing herein shall be deemed as a waiver of sovereign immunity or any other defense available to either party.

Signature Page, Loudoun County

BOARD OF SUPERVISORS
OF LOUDOUN COUNTY, VIRGINIA

BY _____
Scott York, Chairman

BY _____
Kirby Bowers
County Administrator

ATTEST:

Clerk to the Board

BY _____
Joseph E. Pozzo
Chief of Department
Loudoun County Fire-Rescue

Signature Page, Fauquier County

BOARD OF SUPERVISORS
OF FAUQUIER COUNTY, VIRGINIA

BY _____
Raymond E. Graham, Chairman

ATTEST:

Clerk to the Board

BY _____
Paul S. McCulla,
County Administrator

BY _____
Philip T. Myer, Fire-Rescue Chief
Fauquier Co. Fire and Rescue

BY _____
Tom Marable, President
Fauquier Co. Fire and Rescue Assoc.

Bishop's Run: Preliminary Plat PPLT05-SC-021

No action was taken.

A Resolution Directing the County Administrator to Advertise a Public Hearing to Amend Section 19-18 of the Fauquier County Code to Authorize the Issuance of an Administrative Permit to Permit an Individual Well for a Commercial Use Which Will Not Consume More than 10,000 Gallons Per Day in Service Districts Where Capacity is Not Available But is Anticipated

RESOLUTION

A RESOLUTION DIRECTING THE COUNTY ADMINISTRATOR TO ADVERTISE A PUBLIC HEARING TO AMEND SECTION 19-18 OF THE FAUQUIER COUNTY CODE TO AUTHORIZE THE ISSUANCE OF AN ADMINISTRATIVE PERMIT TO PERMIT AN INDIVIDUAL WELL FOR A COMMERCIAL USE WHICH WILL NOT CONSUME MORE THAN 10,000 GALLONS PER DAY IN SERVICE DISTRICTS WHERE CAPACITY IS NOT AVAILABLE BUT IS ANTICIPATED

WHEREAS, Section 19-18 of the County Code currently authorizes permits for individual wells for commercial uses within 300 feet of a waterline where the service provider lacks capacity only by special exception; and

WHEREAS, where capacity is reasonably anticipated within two (2) years, the proposed commercial use will consume more than 10,000 gallons per day, and the owner is willing to abandon the well when capacity becomes available, it may be reasonable to consider such an application by administrative permit; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That the County Administrator be, and is hereby, directed to advertise a public hearing to amend Section 19-18 of the Fauquier County Code, to authorize the issuance of an administrative permit to permit an individual well for a commercial use which will not consume more than 10,000 gallons per day in service districts where capacity is not available but is anticipated.

A Resolution Authorizing a Virginia Department of Transportation Revenue Sharing Grant Application for the Route 605/Route 676 Intersection and Brookside Parkway, Route 652, and Route 602

RESOLUTION

A RESOLUTION AUTHORIZING A VIRGINIA DEPARTMENT OF TRANSPORTATION REVENUE SHARING GRANT APPLICATION FOR THE ROUTE 605/ROUTE 676 INTERSECTION AND BROOKSIDE PARKWAY,
ROUTE 652 AND ROUTE 602

WHEREAS, the Department of Community Development is responsible at the zoning permit application for receiving Brookside Community (Brookside and Waterfield) cash contributions for the established New Baltimore Transportation Fund; and

WHEREAS, the funds are to be used for intersection and other road improvements needed as a result of Brookside Community impacts and identified in the testimony and documents for the rezoning and amendments associated with that residential community; and

WHEREAS, the adopted New Baltimore Service District Plan had the Route 605/676 intersection as one of its top five secondary road improvements; and

WHEREAS, these planned improvements assist in improved and safer access for the increased levels of construction, residential and school traffic at these locations, including turn lanes; and

WHEREAS, the Board of Supervisors wants to take advantage of Brookside transportation cash proffers and the VDOT Revenue Sharing Program for implementing needed improvements benefiting the New Baltimore Service District and the Brookside community; and

WHEREAS, the Fauquier County Board of Supervisors transmitted its revenue sharing application on February 25, 2005, which included both the Route 605/676 intersection improvements and the School Board Route 605 frontage improvements; and

WHEREAS, VDOT application deadline was extended from March 1 to July 22, 2005, and increased allowable state revenue sharing grant maximum thresholds; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That the County Administrator, or his designee, re-submit to VDOT a Revenue Sharing Application for the Route 605/Route 676 intersection improvement and commits \$150,000 from the New Baltimore Transportation Fund as the County's share; and, it be

RESOLVED FURTHER, That the Fauquier County School Board road improvements be included for Brookside Parkway, Route 652 (Kennedy Road), and Route 602 (Rogues Road) for the selected third High School site.

A Resolution to Approve and Authorize the Execution of the Public Safety Radio System Shared Facilities Agreement with Culpeper County

RESOLUTION

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF THE PUBLIC SAFETY RADIO SYSTEM SHARED FACILITIES AGREEMENT WITH CULPEPER COUNTY

WHEREAS, Fauquier County and Culpeper County have retained the services of Motorola to complete two separate 800 MHz public safety radio systems; and

WHEREAS, the Fauquier County public safety radio system is complete; and

WHEREAS, the Culpeper County public safety radio system has been designed to utilize certain portions of the Fauquier County public safety radio system in order to reduce costs, facilitate cooperation, and insure continuity of operations in times of emergency; and

WHEREAS, Fauquier County and Culpeper County currently participate in Mutual Aid Agreements for public safety purposes, and intend to enter into a Mutual Aid Agreement to permit the respective Emergency Communications Centers to serve as backup centers if required; and

WHEREAS, the shared use of these facilities and equipment requires an agreement regarding the level of financial contribution towards the cost of the shared facilities and the relative contribution of each County to the maintenance of the shared facilities; and

WHEREAS, Fauquier County and Culpeper County desire to enter into this agreement to set forth in writing their respective rights, duties, and obligations hereunder; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That the attached Public Safety Radio System Shared Facilities Agreement be, and is hereby, approved subject to revisions recommended by the County Administrator and County Attorney; and, be it

RESOLVED FURTHER, That the County Administrator be, and is hereby, authorized to execute this Agreement.

PUBLIC SAFETY RADIO SYSTEM SHARED FACILITIES AGREEMENT

THIS SHARED FACILITIES AGREEMENT is made and entered into this ____ day of _____, 2005 by and between the Board of Supervisors of Fauquier County and the Board of Supervisors of Culpeper County.

RECITALS

WHEREAS, Fauquier County and Culpeper County have retained the services of Motorola to construct two complete separate 800 MHz public safety radio systems; and

WHEREAS, the Fauquier County public safety radio system is substantially complete; and

WHEREAS, the Culpeper County public safety radio system has been designed to utilize certain portions of the Fauquier County public safety radio system in order to reduce cost, facilitate cooperation and insure continuity of operations in times of emergency; and

WHEREAS, Culpeper County and Fauquier County currently participate in Mutual Aid Agreements for public safety purposes, and intend to enter into a Mutual Aid Agreement to permit the respective Emergency Communications Centers to serve as backup centers if required; and

WHEREAS, the shared use of these facilities and equipment requires an agreement regarding the level of financial contribution towards the cost of the shared facilities and the relative contribution of each County to the maintenance of the shared facilities; and

WHEREAS, Culpeper County and Fauquier County desire to enter into this agreement to set forth in writing their respective rights, duties and obligations hereunder,

NOW, THEREFORE, WITNESSETH that for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

AGREEMENT

ARTICLE I. PURPOSE

Section 1.1. Purpose. The purpose of this Agreement is to provide the terms and conditions of the joint undertaking of the parties hereto with respect to the shared public safety radio system equipment and maintenance.

ARTICLE II. SHARED EQUIPMENT

Section 2.1. Ownership of shared equipment. Shared equipment which has been purchased by Culpeper County shall remain the property of Culpeper County. Shared equipment which has been purchased by Fauquier County shall remain the property of Fauquier County. There shall be no jointly owned equipment.

Section 2.2. Payment for shared equipment. In consideration for the rights of access to and use of the shared equipment set forth herein, Culpeper County hereby agrees to contribute towards Fauquier County's prior expenditures for the equipment in the amount set forth herein. The table below sets forth the estimated percentage of use by Culpeper County of the equipment, and the monetary contribution associated therewith. The parties agree that this list shall be conclusive notwithstanding the actual percentage of use which may occur. The contribution shall be in the form of a lump-sum payment in the amount of \$397,966 on or before _____. This payment shall entitle Culpeper County to use the shared equipment under the terms and conditions of this agreement.

<u>Item</u>	<u>Total Cost</u>	<u>Culpeper Share</u>	<u>Culpeper Cost</u>
SmartZone Controller	\$491,805	50%	\$245,902
MOSCAD Front End Processor	62,238	50%	31,119
MOSCAD Remote Terminal Unit	27,559	50%	13,779
Ambassador Electronics Bank	69,018	50%	34,509
TeNSr Channel Banks	44,105	20%	8,821
D.C. Power System	50,398	33%	16,799
Dehydrator	1,280	33%	427
UPS System	68,725	14%	9,296
Generator & Fuel System	34,775	14%	4,704
Equipment Shelter	<u>241,066</u>	14%	<u>32,609</u>

TOTALS

\$1,090,969

\$397,966

Section 2.3 Replacement of worn, defective or obsolete shared equipment. If, during the term of this agreement, it is necessary to replace worn, defective or obsolete shared equipment on the list set forth above and the expenditure is not covered in full by warranty or maintenance contract, Culpeper County and Fauquier County agree to contribute their respective percentage shares of the replacement cost set out in the table above toward the purchase of the replacement equipment. In the event that the replacement equipment differs materially in use or character from the original equipment and does not benefit Culpeper County or Fauquier County to the extent of the replaced equipment, the parties agree to base the contribution upon the revised respective percentages of use of the equipment.

Section 2.4 Continued use of tower sites and facilities. The parties agree that Fauquier County shall impose no charge for the use of space required by the shared equipment and necessary space in its equipment enclosure at the Warrenton Training Center site for so long as each site remains available to Fauquier County without charge. In the event that the Culpeper SBA site charges rent or other fee for the use of the facility, Fauquier may impose a reasonable rent on Culpeper for the use of the Training Center site, not to exceed the fair market value of comparable cellular space on such a tower. In the event that the parties are unable to agree upon a fair market value for rent, each party shall select an appraiser who shall select a third appraiser whose value determination of rent value shall be final.

ARTICLE III ACCESS TO SHARED EQUIPMENT

Section 3.1 Access to secured facility. The parties acknowledge and agree that some of the shared equipment is located at a secured Federal facility known as the Warrenton Training Center, hereinafter "Training Center." Culpeper County and its installation and maintenance contractors will abide by the requirements for access to the secured facility. In the event that Fauquier County employees or agents must accompany Culpeper contractors or employees in order to access the facility, Culpeper County agrees to pay the hourly wage of the Fauquier County employees or agents. In the event that the Federal facility imposes any fee to accompany Culpeper County employees or agents to the site, Culpeper County agrees to pay the fee or reimburse the cost to Fauquier County, as applicable.

Section 3.2 Non-emergency access. Culpeper County agrees to provide reasonable notice to Fauquier County and the Training Center prior to entering the facility for non-emergency reasons. Reasonable notice for the purposes of this agreement shall be at least one week unless a different notice is agreed to in writing.

Section 3.3 Emergency access. In order to facilitate emergency repairs or inspection, Fauquier County agrees to designate a contact with emergency access to the Training Center. Fauquier County also hereby authorizes Culpeper County to make separate arrangements with the Training Center to obtain emergency and routine access to the Training Center by Culpeper County's employees and agents.

ARTICLE IV UTILITIES, MAINTENANCE AND MAINTENANCE CONTRACTS

Section 4.1. Maintenance contracts. Except as set forth herein or agreed to by separate written document, the parties have obtained separate maintenance contracts for their respective equipment which shall remain the sole responsibility of the contracting parties. The parties agree that any expenses incurred to repair or maintain shared equipment owned by Fauquier County shall be allocated as follows:

Remote Monitoring, 2005-Culpeper Share-13%	\$ 3,679
Remote Monitoring, 2006 Culpeper Share-50%	\$14,717

Section 4.2. Utilities and other recurring costs. The parties agree that during the term of the contract, Culpeper County shall be responsible for 13.53% percent of each of the following costs allocable to the Training Center site.

1. Commercial electricity billed to the County
2. Diesel fuel for backup generator
3. Maintenance, repair and service for backup generator
4. Replacement batteries for UPS
5. Replacement batteries for the D.C. power system
6. Maintenance, servicing and repair of DC power system (or service contract)
7. Maintenance, servicing and repair of HVAC system (or service contract)
8. Maintenance, servicing and repair of Fire Suppression System
9. Any other maintenance, servicing or repair of the equipment shelter (e.g. roof, door, lights, foundation, electrical wiring, surge suppression, building grounding, automatic transfer switch, flooring, etc.)

Section 4.3. Other maintenance not covered by contracts. Any maintenance of shared equipment not covered by the maintenance contracts referenced in paragraph 4.1 or the allocation referred to in paragraph 4.2 shall be allocated in accordance with the percentages set forth in the table in paragraph 2.2.

ARTICLE V TERM AND CANCELLATION

Section 5.1. Duration of agreement. The initial term of this agreement shall be 15 years from the date of execution.

Section 5.2. Continuation of agreement. This agreement shall continue in effect beyond the initial term provided above until terminated by either of the parties hereto by written notice at least 180 days prior to the date set forth for cancellation.

Section 5.3. Cancellation of agreement by Fauquier County. This agreement may be cancelled by Fauquier County upon the occurrence of any of the following events and after satisfying the requirements of paragraph 5.4:

1. The shared equipment has become obsolete and the parties cannot agree upon the terms by which to replace the shared equipment with comparable

replacement equipment, or the shared equipment has been destroyed through a force majeure and it is not feasible to replace the shared equipment.

2. Fauquier County or Culpeper County replaces its public safety radio system with a system which does not require the continued use of the shared equipment, provided that Fauquier County shall have given at least one (2) year's notice prior to the termination date.
3. Without cause upon 5 years notice.

Section 5.4 Partial refund upon cancellation by Fauquier County. In the event that the contract is cancelled as a consequence of the occurrence of any of the events set forth in paragraph 5.3, Fauquier County shall pay a cancellation fee which shall be 1/180th of the lump sum payment amount set forth in Section 2.2 above for each month remaining on the original term of this agreement. Culpeper County shall be entitled to prompt possession of all its equipment but shall not be entitled to any Fauquier County equipment. The parties agree and acknowledge that any cancellation fee shall constitute a moral obligation of Fauquier County and shall be subject to the lawful appropriation of the County.

Section 5.5 Cancellation by Culpeper County. Culpeper County may terminate this agreement upon 1 year notice at any time without cause, provided that it shall receive one-half the refund it would have received in accordance with paragraph 5.4.

Section 5.6 Agreement to negotiate in good faith. Prior to any cancellation of this agreement, the parties agree to negotiate in good faith to continue this agreement. The parties agree to consider joint participation in rebuilding or relocating the site as necessary. In the event that the radio system becomes obsolete or is replaced by non-compatible equipment, the parties agree to re-evaluate the need for the site and consider terminating the contract upon mutually agreeable terms.

Section 5.7 Remedies in case of material breach or radio frequency incompatibility. In the event that either party damages the equipment of the other through misuse, improper repairs or other improper action, the party causing the damage agrees to repair or replace the damaged equipment. Failure to do so shall constitute a material breach of this agreement. The parties shall each maintain property and casualty insurance sufficient to guarantee the repair or replacement of shared equipment.

Section 5.8 Annual meeting to discuss the operation of the shared facilities. The parties agree to meet at least annually to discuss the operation of the shared facilities.

Section 5.9 Agreement to mediate disputes. The parties agree to mediate any dispute under this agreement with a qualified mediator mutually agreed upon by the parties within thirty days of any such dispute and prior to taking any action to terminate the agreement or declare a material breach.

Section 5.10 Venue. The parties agree that the venue for any action related to this agreement shall be the locality in which the shared equipment which is the basis for the dispute is located.

In the event that a dispute involves matters other than equipment, the venue shall be the jurisdiction in which the claim or dispute arises.

Section 5.11 Severability. If any part or parts, section or subsection, sentence, clause, or phrase of this agreement is for any reason declared to be unconstitutional or invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement.

Section 5.12 Completeness of agreement. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all prior negotiations, representations, or agreements, either oral or written.

Section 5.13 Amendment. This Agreement may be amended upon mutual agreement of the Parties by a written amendment or modification hereto authorized by resolutions of the governing bodies of the Parties.

Section 5.14 Notices. Notices under this agreement shall be sent by certified mail to the following:

Fauquier County Administrator
10 Hotel Street
Warrenton, Virginia 20186

Culpeper County Administrator
302 North Main Street
Culpeper, Virginia 22701

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and effective as of the date first written above by their duly authorized representatives.

ATTEST:

FAUQUIER COUNTY, VIRGINIA

By _____ (SEAL)

ATTEST:

CULPEPER COUNTY, VIRGINIA

By _____ (SEAL)

A Resolution Appointing Kevin J. Burke County Attorney

RESOLUTION

A RESOLUTION APPOINTING KEVIN J. BURKE COUNTY ATTORNEY

WHEREAS, on December 9, 2004, the Board of Supervisors appointed Kevin J. Burke as the Acting Fauquier County Attorney; and

WHEREAS, the Fauquier County Board of Supervisors wishes to formally appoint Kevin J. Burke as the Fauquier County Attorney, effective August 1, 2005; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That Kevin J. Burke be, and is hereby, appointed County Attorney, effective August 1, 2005 at a salary the same as his compensation as Acting County Attorney as of the effective date of his appointment; and, be it

RESOLVED FURTHER, That Kevin J. Burke be, and is hereby, authorized to appoint a Deputy County Attorney.

A Resolution to Schedule a Public Hearing on Providing Additional Funding for Heating, Ventilation and Air Conditioning (HVAC) Mechanical Systems of Liberty High School and for the Renovation of Claude Thompson Elementary School

RESOLUTION

A RESOLUTION TO SCHEDULE A PUBLIC HEARING ON PROVIDING ADDITIONAL FUNDING FOR THE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) MECHANICAL SYSTEMS OF LIBERTY HIGH SCHOOL AND FOR RENOVATION OF CLAUDE THOMPSON ELEMENTARY SCHOOL

WHEREAS, Fauquier County Board of Supervisors has previously provided funding support to improve air quality at Liberty High School (\$4,769,996) and renovate Claude Thompson Elementary High School (\$6,794,000); and

WHEREAS, recent bid opening on these two projects have resulted in approximately \$5,272,000 increase in construction and other related costs; and

WHEREAS, the Board of Supervisors wishes to ensure the most effective use of funds in achieving the needs of the School Division; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That the County Administrator be, and is hereby, directed to schedule a public hearing on August 11, 2005, to consider providing \$2,100,000 in additional funding for the Liberty High School HVAC mechanical systems and \$3,172,000 for renovation of Claude Thompson Elementary School.

A Resolution to Initiate a Zoning Ordinance Text Amendment to Section 5-105 to Increase the Square Footage of Accessory Family Dwelling Units and to Expand the Classes and Number of People that can Dwell Therein

RESOLUTION

A RESOLUTION TO INITIATE A ZONING ORDINANCE TEXT AMENDMENT TO SECTION 5-105 TO INCREASE THE SQUARE FOOTAGE OF ACCESSORY FAMILY DWELLING UNITS AND TO EXPAND THE CLASSES AND NUMBER OF PEOPLE THAT CAN DWELL THEREIN

WHEREAS, the Fauquier County Board of Supervisors has identified affordable housing as a major issue countywide; and

WHEREAS, for the purposes of public welfare, convenience and good zoning practices, consideration of refinements to the accessory family dwelling unit criteria contained in Section 5-105 of the Zoning Ordinance is warranted, and is in the best interests of the citizens of Fauquier County; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That the proposed amendment to Section 5-105 of the Fauquier County Zoning Ordinance be, and is hereby, referred to the Planning Commission for public hearing and recommendation regarding the following proposed changes:

5-105 Standards for an administrative permit for a Family Dwelling Unit

1. Such a unit shall ~~not only~~ be occupied by ~~more than three (3) persons, at least one of which must be the lot owner's natural or adopted parent, grandparent, child, grandchild, brother or sister and their immediate family. of the owner and occupant of the single family residence on the same lot.~~ Or, the lot owner may live in the family dwelling unit and allow such family members to reside in the main house. In either case, the lot owner must reside on the property.
2. Such a unit shall contain no more than ~~4200~~ 1600 square feet of gross floor area.
3. No dwelling units other than the principal structure (a single family dwelling) and one such family ~~apartment~~ dwelling shall be located on one lot.
4. For five years the two structures must be occupied only by the owner(s) and family members identified in paragraph 1. It shall be unlawful for rent to be charged to the occupancy of such a unit for two (2) years following the date it passes final inspection by the County Building Official. If the Board of Supervisors finds that an extraordinary hardship is being caused by the five-year limitation it may reduce the time period to alleviate the hardship.
5. When such a unit is no longer needed by a member of the owner's family and the ~~two~~ five year period described in Paragraph 4 has expired, ~~the one~~ one unit, but not both, can be considered a nonconforming use and as such can be rented to anyone.

A Resolution to Schedule a Public Hearing to Lease Property Located at 7252 Fifth Street, Remington, Virginia, to Fauquier Housing Corporation for Use as an Affordable Rental Unit

RESOLUTION

A RESOLUTION TO SCHEDULE A PUBLIC HEARING TO LEASE PROPERTY
LOCATED AT 7252 FIFTH STREET, REMINGTON, VIRGINIA, TO FAUQUIER HOUSING
CORPORATION FOR USE AS AN AFFORDABLE RENTAL UNIT

WHEREAS, Fauquier County has acquired property in Remington in order to access a future park site; and

WHEREAS, Fauquier County does not anticipate the need for this access within the next five (5) years; and

WHEREAS, Fauquier County wishes to improve and rent the property through a lease with Fauquier Housing Corporation to be available as an affordable rental unit; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That the County Administrator be, and is hereby, directed to schedule a public hearing on August 11, 2005, to consider the lease of County property located at 7252 Fifth Street, Remington, Virginia.

A Resolution to Approve the Request of David W. and Rebecca J. Loving to Reduce the Time Requirement of Section 2-39.3(A)(3) of the Fauquier County Subdivision Ordinance to Allow the Transfer of a Family Division Lot to a Non-Immediate Family Member

RESOLUTION

A RESOLUTION TO APPROVE THE REQUEST OF DAVID W. AND REBECCA J. LOVING TO REDUCE THE TIME REQUIREMENT OF SECTION 2-39.3(A)(3) OF THE FAUQUIER COUNTY SUBDIVISION ORDINANCE TO ALLOW THE TRANSFER OF A FAMILY TRANSFER LOT TO A NON-IMMEDIATE FAMILY MEMBER

WHEREAS, on June 27, 1996, the applicants, David W. and Rebecca J. Loving, were the recipients of a family transfer parcel; and

WHEREAS, the applicants have recently purchased another piece of property in the County where they would like to build a home; and

WHEREAS, the applicants have met the intent of the ten (10) year limitation by holding the property for over nine years; and

WHEREAS, the applicants would not like to create a hardship on their family finances by carrying two mortgages; and

WHEREAS, Section 2-39(14) of the Subdivision Ordinance allows the Board of Supervisors to reduce the ten (10) year restriction on selling a family transfer parcel to a non-immediate family member if it finds an extraordinary hardship is caused by the ten (10) year restriction; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That the requirement that Mr. and Mrs. David Loving hold their family transfer parcel for a period of ten (10) years be, and is hereby, reduced so that the parcel may be transferred to a non-immediate family member.

A RESOLUTION TO RECONSIDER THE VOTE OF THE BOARD OF SUPERVISORS TO DENY COMPREHENSIVE PLAN AMENDMENT CPAM05-CT-005 AND SPECIAL EXCEPTIONS SPEX05-CT-017, SPEX05-CT-018, SPEX05-CT-019 TO ALLOW FOR A HIGH SCHOOL

Mr. Atherton moved to adopt a resolution to reconsider the June 9, 2005 vote of the Board of Supervisors to deny Comprehensive Plan Amendment CPAM05-CT-005 and Special Exceptions SPEX05-CT-017, SPEX05-CT-018, SPEX05-CT-019 to allow for a high school. Mr. Downey seconded and, following discussion, the motion failed 2 to 3 as follows:

Ayes: Mr. William G. Downey; Mr. Chester W. Stribling
Nays: Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. Richard W. Robison
Absent During Vote: None
Abstention: None

A RESOLUTION ADOPTING A PROPOSED TEXT AMENDMENT FOR CHAPTER 10 – TRANSPORTATION, OF THE FAUQUIER COUNTY COMPREHENSIVE PLAN

Mr. Atherton moved to table a decision on a proposed text amendment for Chapter 10 – Transportation, of the Fauquier County Comprehensive Plan, until the next regular meeting on August 11, 2005. Mr. Robison seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling
Nays: None
Absent During Vote: None
Abstention: None

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE FAUQUIER COUNTY BOARD OF SUPERVISORS TO EXECUTE A THREE-YEAR CONCESSION AGREEMENT WITH FAUQUIER COMMUNITY THEATER, LTD.

Mr. Atherton moved to adopt the following resolution. Mr. Robison seconded and, following discussion, the vote for the motion was unanimous as follows:

Ayes: Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling
Nays: None
Absent During Vote: None
Abstention: None

RESOLUTION

A RESOLUTION AUTHORIZING THE CHAIRMAN OF THE FAUQUIER COUNTY BOARD OF SUPERVISORS TO EXECUTE A THREE-YEAR CONCESSION AGREEMENT WITH FAUQUIER COMMUNITY THEATER, LTD.

WHEREAS, Fauquier County owns a parcel of land described as Parcel 13, Vint Hill Farms Station; and

WHEREAS, the building located on this parcel is commonly known as the Vint Hill Community Theater, building 188; and

WHEREAS, on April 13, 2004, the Board of Supervisors and Fauquier Community Theater, Ltd., entered into a six-month Concession Agreement allowing the theater to be operated by Fauquier Community Theater, Ltd.; and

WHEREAS, this Concession Agreement was later extended from October 13, 2004, to April 13, 2005, and upon its expiration a letter was sent to the Fauquier Community Theater, Ltd., by the Department of Parks and Recreation extending the Agreement one month further to May 13, 2005, and upon its expiration a letter was sent to the Fauquier Community Theater, Ltd., by the Department of Parks and Recreation extending the Agreement two months further to July 13, 2005; and

WHEREAS, the Board of Supervisors desires to enter into a new Concession Agreement with Fauquier Community Theater, Ltd.; and

WHEREAS, the term of this Concession Agreement will be one year with an automatic renewal for two subsequent years, unless cancelled; and

WHEREAS, a copy of the new Concession Agreement, which includes the changes proposed to the Agreement, has been presented to the Board of Supervisors; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That the Chairman of the Fauquier County Board of Supervisors be, and is hereby, authorized to execute, subject to final approval, the Concession Agreement by and between the Board of Supervisors and Fauquier Community Theater, Ltd.

CONCESSION AGREEMENT

This concession agreement, by and between the Board of Supervisors of Fauquier County on behalf of the Fauquier County Department of Parks and Recreation, and the Fauquier Community Theatre-Story Painters, Inc. (hereafter "FCT") made and dated this _____ day of _____, 2005,

WHEREAS, the Board of Supervisors is the owner of a certain parcel of land described as Parcel 13, Vint Hill Farms Station, and the building attached thereto which is known as the Vint Hill Community Theater, building 188 and

WHEREAS, the Board and the Parks and Recreation Board desires to have the theater operated by the Fauquier Community Theatre-Story Painters, Inc, and

WHEREAS, the Board is the owner of the aforesaid property by virtue of a deed from the National Park Service dated March 21, 2001 and recorded in Deed Book 1048 at page 814 et seq., attached hereto as Exhibit A, which deed restricts the use of the facility to parks and recreation purposes,

NOW, THEREFORE, it is hereby agreed for good and valuable consideration as follows:

TERM OF CONCESSION AGREEMENT

The term of this concession agreement shall be for a period of one year from the date of execution. Provided that FCT has complied with the material terms of this agreement and continues to permit full community participation and membership, FCT shall be entitled to two renewal periods of one year each, during which FCT shall have the use of the facility as described above under the terms and conditions outlined herein.

DUTIES OF THE FAUQUIER COMMUNITY THEATER

- a. The use of the theater shall be scheduled by FCT. The Fauquier County Department of Parks and Recreation shall receive at the beginning of each year a copy of the schedule.
- b. FCT shall not assign or permit other organizations to utilize the facility for activities not sponsored by FCT without the express written permission of the County.
- c. All utility costs for the use of the building shall be the responsibility of the FCT. All new services or changes to service are to be installed by FCT and will be provided underground to the appropriate junction box provided that the utility permits underground installation. FCT shall have no obligation to extend underground utilities beyond the limits of the County's property boundaries. No new utilities shall be installed without prior written authorization of the Department of Parks and Recreation. Such consent shall not be unreasonably withheld.
- d. Normal operating and preventative maintenance of the building, trailer appurtenant to the building, and equipment servicing the building and trailer including cleaning of the facilities, trash removal, care, repair and maintenance of all mechanical, roof, electrical, plumbing and HVAC equipment, and repair and maintenance of the interior and exterior of the facility and trailer sufficient to maintain the building in its condition at the commencement of use by FCT, reasonable wear and tear excepted. FCT shall perform regular upkeep on the trailer, theater, premises, outbuildings and equipment enclosures and maintain the exterior condition and appearance of the theater and trailer in a manner consistent with the level of maintenance of the County gymnasium and pool facilities. Surfaces which require paint shall be regularly prepared and painted in a workmanlike fashion and the premises shall be kept in a neat, clean and sanitary condition, all in a manner which is acceptable to the County. No unsightly debris shall be visible on the premises. All facilities shall be maintained in a safe and habitable condition. FCT shall clean the Theater regularly and after each performance and shall regularly remove trash from the facility. At the termination of this agreement or any

extension thereof, the facility shall be returned to its condition at the commencement of occupancy by FCT, reasonable wear and tear excepted.

- e. FCT shall obtain such insurance as it deems necessary for equipment, supplies, costumes, etc. that are not county property. The Board of Supervisors and the Parks and Recreation Board shall have no responsibility for FCT property. FCT shall maintain acceptable liability insurance for its activities and property and casualty insurance for the building and county/parks and recreation owned contents at all times and provide the County with the certificate or certificates of insurance on an annual basis at the anniversary of this agreement in amounts to be specified by the County's risk manager. FCT shall forthwith provide proof of such insurance at any time upon the request of the County. Notwithstanding any other provision of this agreement, failure to maintain adequate liability, property and casualty insurance shall constitute a material breach of this agreement and shall entitle the cancellation of this agreement without notice or ability to cure.
- f. Security measures as deemed necessary by FCT. Locks and other physical security measures shall be selected, implemented and maintained by FCT. Inspections shall be performed by Parks and Recreation as well as any approving agencies. The County, its agents or designees may also inspect the property at any time to determine compliance with any other provision of this agreement. FCT shall be given reasonable notice of such inspection and permitted to accompany the inspector.
- g. Improvements and renovations are to be coordinated with and approved in writing by the Department of Parks and Recreation prior to construction and by all approving agencies as required.
- h. Complete an annual vendor permit form.
- i. Comply with any National Park Service requirements including any applicable restrictions contained in the deed of the property from the National Park Service to Fauquier County and any other pertinent regulations including Fauquier County Ordinances and applicable regulations of the Department of Parks and Recreation. See deed attached as Exhibit "A" which is incorporated herein.
- j. Maintain 501 (c)(3) status.
- k. Keep all activities open to the public, and comply with any access or other Americans With Disabilities Act requirements applicable to the facility, and not discriminate against any person on the basis of age, sex, race, disability or other basis.
- l. FCT shall, upon request, permit the County and the Department of Parks and Recreation to use the Theater without charge at any time when the Theater is available, to the maximum extent possible. A Parks and Recreation Site Supervisor will be present at all times during use by the County. Consent to use the Theater shall not be unreasonably withheld. Stage lighting, sets, costumes or props shall not be used or disturbed without prior permission of FCT. Fauquier County/the Department of Parks and Recreation shall be permitted to use the facility on Tuesday mornings from 8:00 a.m. to 12:00 noon.

- m. Unless permitted by County Ordinance or State Law, FCT shall prohibit the consumption of alcoholic beverages at the Theater.
- n. All improvements to the facility become the property of the County. Property of FCT not to be considered improvements to the facility includes the stage lighting and control equipment, sound equipment and trailer.

COUNTY AND DEPARTMENT OF PARKS AND RECREATION RESPONSIBILITIES

1. The Department of Parks and Recreation shall waive any fee for the vendor permit as long as the use of the Theater remains consistent with the purpose and intent of this Agreement and the Theater is used for theatrical productions and uses incidental thereto.
2. The Department of Parks and Recreation shall provide FCT road access at the rear of the building for loading and unloading purposes until other arrangements are made for improved access.
3. The Department of Parks and Recreation shall maintain the grounds immediately surrounding the structure, including mowing, landscaping, and snow removal.
4. The Department of Parks and Recreation shall provide parking near the Theater if and when funding permits. Availability of funds shall be determined at the sole discretion of the County.
5. The Department of Parks and Recreation retains the right to make improvements to the land which is affected by this agreement that it determines in its sole discretion carry out the mission of the Department of Parks and Recreation. In the event that FCT fails to properly maintain the condition of the Theater in accordance with paragraph d. herein or fails to provide adequate access for ADA compliance in accordance with paragraph k. herein, the County may, in its sole discretion, either declare a material breach and terminate this agreement or make necessary repairs and improvements to the Theater. The County in its discretion may bill FCT for the entire cost or a portion of any such repair, and failure to pay such bill within 30 days shall constitute a material breach of this agreement. The County shall provide reasonable notice of its intent to make such necessary repair and afford FCT the opportunity to make the repair itself, except where the failure to make the repair potentially affects health, safety and welfare or would result in increased damage to the Theater.
6. Allow use of all equipment located on the facility which is owned by the County and assigned by the County to FCT. FCT shall be responsible during the term of this agreement for care of the equipment and personal property and shall return the same to the county at the expiration of the term of this agreement or any extension thereto, reasonable wear and tear accepted.
7. Following any use of the facility by the County or the Department of Parks and Recreation, the Department of Parks and Recreation shall clean and return the facility to its condition prior to use, reasonable wear and tear excepted.

GENERAL PROVISIONS

AREA OF AGREEMENT: This agreement shall apply only to the building known as Vint Hill Community Theater, building 188.

USE OF FUNDS: Admission fees, user fees or other funds collected by Fauquier County and the Department of Parks and Recreation for Fauquier County events and Parks and Recreation events shall be the property of Fauquier County and FCT shall have no claim to such funds.

AGREEMENT SUBJECT TO BOARD OF SUPERVISORS APPROPRIATION: Any obligation of the Board of Supervisors and the Parks and Recreation Board herein shall be subject to the annual appropriation of the Board of Supervisors.

CONCESSION FEE: In consideration for the continued use of the facility outlined herein, FCT shall remit to the County on or before the last day of each month payment in the amount of \$250 per month, beginning on August 31, 2005. A late fee of 5% shall be assessed for any such fee not paid within 10 days of the due date. The County shall reduce this fee by a mutually agreed upon charge for utilities for the period of time the facility is used by the County or its designees.

TERMINATION: This agreement shall terminate in the event that any term of this agreement is in violation of the terms of the conveyance to the County from the United States, or in the event that the County is prohibited by law, lack of funds, or non-appropriation of funds from complying with the provisions of this agreement. Failure to comply with any material provision of this agreement shall constitute grounds for termination of this agreement upon thirty days written notice, with an opportunity to cure any material breach which is curable during the thirty days. In the event the breach is not cured within 30 days, FCT shall immediately vacate the premises, and shall not be entitled to any damages or reimbursement for the cost of any improvements performed by FCT. All improvements shall remain the property of the County upon the termination of this agreement or any extension thereto. This agreement shall automatically renew at the end of the first one-year term set forth above for a period of one year and subsequently at the end of the renewal term for an additional period of one year unless terminated by written notice by either of the parties at least thirty days prior to the expiration of the term or renewal term. Thereafter the agreement shall automatically terminate without notice unless an extension is agreed upon by both parties.

NOTICES AND RENT PAYMENTS: Notices and rent payments under this agreement shall be sent by regular mail to the following addresses:

Fauquier Community Theatre –Story Painters, Inc.
P.O. Box 3046
Warrenton, Virginia 20188

Larry Miller, Director
Fauquier County Department of Parks and Recreation
320 Hospital Drive, Suite 6

Warrenton, Virginia 20186

Witness the following signatures and seals:

Fauquier County Community Theatre-Story
Painters, Inc.

Fauquier County Board of Supervisors

A RESOLUTION TO AMEND THE FAUQUIER COUNTY BOARD OF SUPERVISORS' CODE OF ETHICS TO PROVIDE THAT BOARD OF SUPERVISORS MEMBERS SHALL REFRAIN FROM APPOINTING THEMSELVES TO BOARDS, COMMITTEES AND COMMISSIONS APPOINTED BY THE BOARD OF SUPERVISORS, EXCEPT WHERE SUCH APPOINTMENTS ARE REQUIRED BY LAW

Mr. Downey moved to adopt a resolution to amend the Fauquier County Board of Supervisors' Code of Ethics to provide that Board of Supervisors members shall refrain from nominating themselves for appointments to Boards, Committees and Commissions appointed by the Board of Supervisors, except where such appointments are required by law. Mr. Stribling seconded and, following discussion, the motion failed 2 to 3 as follows:

Ayes: Mr. William G. Downey; Mr. Chester W. Stribling
Nays: Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. Richard W. Robison
Absent During Vote: None
Abstention: None

A ZONING ORDINANCE TEXT AMENDMENT TO SECTION 2-308.4 TO ELIMINATE DENSITY CREDIT FOR FLOODPLAIN

Mr. Robison moved to adopt the following resolution. Mr. Stribling seconded and, following discussion, the vote for the motion was 3 to 2 as follows:

Ayes: Mr. Harry F. Atherton; Mr. Richard W. Robison; Mr. Chester W. Stribling
Nays: Mr. Raymond E. Graham; Mr. William G. Downey
Absent During Vote: None
Abstention: None

ORDINANCE

A ZONING ORDINANCE TEXT AMENDMENT TO SECTION 2-308.4 TO ELIMINATE
DENSITY CREDIT FOR FLOODPLAIN

WHEREAS, on December 8, 2004, the Planning Commission held a public hearing on the issue and forwarded the proposed text amendment to the Board of Supervisors with a unanimous vote recommending its adoption; and

WHEREAS, on January 13, 2005, and again on May 12, 2005, the Fauquier County Board of Supervisors held a public hearing on this amendment; and

WHEREAS, consistent with Virginia Code §15.2-2282, the Board finds it necessary and appropriate to have one set of floodplain regulations for agricultural and conservation districts, and a separate set for districts with more concentrated uses; and

WHEREAS, the Board of Supervisors has determined that it is appropriate that this Ordinance shall not apply to 1) unexpired preliminary plats which were approved prior to the adoption of this Ordinance; 2) previously approved rezonings for which a specific density was proffered; 3) pending preliminary plat applications; and, 4) property which, on the date of approval of this Ordinance, is the subject of a pending request to the Zoning Administrator to determine the credit afforded by floodplain; and

WHEREAS, the adoption of this text amendment would be in the spirit of the Zoning Ordinance, consistent with good zoning practices, consistent with the adopted Comprehensive Plan, and is in the best interest of the citizens of Fauquier County; now, therefore, be it

ORDAINED by the Fauquier County Board of Supervisors this 14th day of July 2005, That Section 2-308.4 of the Fauquier County Zoning Ordinance be, and is hereby, amended as follows:

2-308

[1-3 same]

4. In all other zoning district categories, the maximum density shall be calculated on the gross area of the lot except that:
 - A. Only fifty (50) percent density allowance shall be calculated on that area of a lot comprised of ~~floodplain, quarries or~~ existing water bodies.
 - B. Only thirty (30) percent density allowance shall be calculated on that area of a lot comprised of slopes in excess of twenty-five (25) percent grade.
 - C. Only fifty (50) percent density allowance shall be calculated on that area of a lot comprised of slopes in excess of fourteen (14) percent but equal to or less than twenty-five (25) percent grade.
 - D. No density allowance shall be calculated for any area of a lot in an existing street right-of-way, floodplain, or quarry.

[5-7 same]

; and, be it

ORDAINED FURTHER, That this Ordinance shall not apply to: 1) unexpired preliminary plats which were approved prior to the adoption of this Ordinance; 2) previously approved rezonings for which a specific density was proffered; 3) pending preliminary plat applications; and, 4) property which, on the date of approval of this Ordinance, is the subject of a pending request to the Zoning Administrator to determine the credit afforded by floodplain.

A RESOLUTION TO APPROVE WARRENTON-FAUQUIER AIRPORT SPEX05-CR-020: A CATEGORY 21 SPECIAL EXCEPTION TO ALLOW FOR DEVELOPMENT AS PROPOSED IN THE WARRENTON-FAUQUIER AIRPORT MASTER PLAN

Mr. Graham moved to adopt the following resolution. Mr. Robison seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

RESOLUTION

A RESOLUTION TO APPROVE WARRENTON-FAUQUIER AIRPORT SPEX05-CR-020: A CATEGORY 21 SPECIAL EXCEPTION TO ALLOW FOR DEVELOPMENT AS PROPOSED IN THE WARRENTON-FAUQUIER AIRPORT MASTER PLAN

WHEREAS, the Fauquier County Board of Supervisors, Owner/Applicant, is seeking Special Exception approval to allow for the development of the Warrenton-Fauquier Airport pursuant to the approved Airport Master Plan; and

WHEREAS, on March 31, 2005, the Fauquier County Planning Commission held a public hearing on the proposed Special Exception; and

WHEREAS, on April 26, 2005, the Fauquier County Planning Commission recommended approval of the application, subject to conditions; and

WHEREAS, on June 9, 2005, the Board of Supervisors conducted a public hearing and considered written and oral testimony; and

WHEREAS, the Board of Supervisors has determined that the application satisfies the standards of Zoning Ordinance Articles 5-006 and 5-2100; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That SPEX05-CR-020 be, and is hereby, approved, subject to the following conditions:

1. The Special Exception is granted for and runs with the land indicated in this application and is not transferable to other land.
2. This Special Exception is granted only for the purpose(s), structure(s), and/or uses indicated on the Special Exception Plat approved with the application, as qualified by these development conditions.
3. A Site Plan shall be required, pursuant to Article 12 of the Zoning Ordinance.
4. No time limit shall be imposed on this Special Exception, provided that future development and expansion are consistent with the approved Airport Master Plan and Special Exception Plat.
5. The development of the property shall be in general conformance with the Special Exception Plat entitled "Warrenton-Fauquier Airport, Special Exception Application" dated January 2005, and received in the Planning Office on January 21, 2005, except as modified by these conditions.
6. This Special Exception approval does not remove any Site Plan, Administrative Special Permit, Special Permit or Special Exception approval required for specific uses permitted in the I-1, I-2, R-1 or RA zoning districts, pursuant to Article 3 of the Zoning Ordinance.
7. The Warrenton-Fauquier Airport shall be subject to the standards set forth in the Fauquier County Zoning Ordinance Section 4-500 Airport Area District.
8. Warrenton-Fauquier Airport Rules and Regulations manual shall be available at the Airport.
9. The Warrenton-Fauquier Airport shall be maintained and operated for public use in accordance with the Federal Aviation Administration and any other appropriate local, State, and Federal agency.
10. Airport staff shall assist the Community Development Department to monitor or review facility designs (within 5 miles) of the Airport in order to be in compliance with FAA policies and design guidance (150/5200-33A) which seek to avoid creation of attractants to birds and wildlife that might pose risks to the safe operation of the airport. Stormwater management facilities within these areas must be designed accordingly.
11. Perimeter fencing (for security) shall be installed to encompass the Warrenton-Fauquier Airport site by 2008.

APPOINTMENTS

By unanimous consent, the following appointments were approved:

- Local Workforce Investment Board – Business Community Representative: Sherrill Yingling, to fill an unexpired term ending June 30, 2006.
- Local Workforce Investment Board – Business Community Representative: David Colleran, to fill an unexpired term ending June 30, 2006.
- Local Workforce Investment Board – Business Community Representative: Bernard van Gils, for a three year term ending June 30, 2008.
- Library Board – Center District: Ann Martella, to fill an unexpired term ending June 21, 2007.
- Architectural Review Board – Marshall District: Jack Lamonica, reappointed to a four year term ending July 16, 2009.
- Water and Sanitation Authority – Scott District: Maureen Riordan, to fill an unexpired term ending December 31, 2006.

SUPERVISORS' TIME

- Mr. Atherton advised that he is a member of the Potomac Watershed Roundtable and Mr. Graham is the alternate, and he distributed to Board members a brochure describing the four year history of the program.
- Mr. Downey stated that construction costs on renovation projects, including the Courthouse and Detention Center, have increased substantially and the Facilities Planning and Implementation Committee is evaluating how to mitigate any unforeseen problems in the future. Mr. Downey advised that the Westfield farm site on Route 605 is no longer available for construction of a new high school; he then stated that further delay will increase construction project costs and he urged Board members to move quickly on site selection.
- Mr. Robison announced that the Fauquier County Fair begins today, and he encouraged citizens to attend the Blue Ribbon Dinner at the Fair on Saturday evening.
- Mr. Stribling said he was saddened to learn of the death of Mary Groves, of Groves Hardware. Mr. Stribling invited the public to attend the Fauquier County Fair. Mr. Stribling also encouraged citizens to visit the Fire & Rescue stations and schools in their neighborhood, and to consider becoming a volunteer in the community.
- Mr. Graham stated that he attended the first annual Teen Fest held at Fauquier High School and that it was a successful event. Mr. Graham said he also attended the Hispanic Festival in Walker Park and it was also a success. Mr. Graham stated that site selection for the third high school will happen quickly, and he encouraged the creation of a joint committee between the Board of Supervisors and the School Board to identify potential sites for construction of future schools.

ANNOUNCEMENTS

None

REZONING #REZN05-CR-004 - SEELEY BROOKFIELD, LLC, OWNER AND SHENANDOAH DEVELOPMENT, LLC, APPLICANT – GREEN SPRINGS

A public hearing was held to consider an application to rezone approximately 165.6 acres from Residential-1 (R-1) to Residential-1 (R-1) and Residential-2 (R-2) in order to allow for up to sixty-nine (69) residential units. The property is located on the east side of Routes 29/15/17 and southeast of Avenel Drive, Cedar Run District, further described as PIN #6981-27-6354-000 and 6981-44-4079-000. Rick Carr, Director of Community Development, summarized the application and recommended postponement for thirty days. Ben Jones, Center District, spoke in favor of the affordable housing component of the project. Joe Wiltse, Applicant, spoke in support of the project and requested favorable consideration of the application. No one else spoke. Mr. Graham moved to continue the public hearing and postpone a decision on the matter until the next regular meeting on August 11, 2005. Mr. Robison seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling
Nays: None
Absent During Vote: None
Abstention: None

REZONING #REZN05-SC-013 – MCC, LCC, OWNER AND APPLICANT – JAMMIN’ JOE’S BBQ, LLC

Postponed at the request of the Applicant.

TEXT AMENDMENT TO SECTION 2-406, SUBSECTION (4) OF THE FAUQUIER COUNTY ZONING ORDINANCE TO PROHIBIT LOTS, IN CONVENTIONAL SUBDIVISIONS OF TWENTY-FIVE OR MORE LOTS, IN RR-2, R-1, R-2, R-3, AND R-4 DISTRICTS FROM CONTAINING ANY PORTION OF A ONE-HUNDRED YEAR FLOODPLAIN

A public hearing was held to consider a proposed Zoning Ordinance Text Amendment to Section 2-406, Subsection (4) of the Fauquier County Zoning Ordinance to prohibit lots, in conventional subdivisions of twenty-five (25) or more lots, in the RR-2, R-1, R-2, R-3 and R-4 Districts from containing any portion of a one-hundred year floodplain. Todd Benson, Assistant Zoning Administrator, summarized the proposed amendment. No one else spoke. The public hearing was closed. Mr. Robison moved to adopt the proposed text amendment to the County Zoning Ordinance. Mr. Stribling seconded and, following discussion, the motion failed 3 to 2 as follows:

Ayes: Mr. Richard W. Robison; Mr. Chester W. Stribling
Nays: Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. William G. Downey
Absent During Vote: None
Abstention: None

PROPOSED TEXT AMENDMENTS TO THE ZONING AND SUBDIVISION ORDINANCES REGARDING STORAGE OF EXPLOSIVES

A public hearing was held to consider a proposed Zoning Ordinance Text Amendment to Section 5-1704 and Section 3-316 to allow, in the RA, RC, I-1 and I-2 Zoning Districts, storage of up to 100 pounds of explosives pursuant to an Administrative Permit and greater amounts subject to a Special Exception, to clarify that certain ammunition is not subject to regulation, and to specify required magazines and setbacks. Todd Benson, Assistant Zoning Administrator, summarized the proposed amendment. Ed Seuter introduced John, a dog handler employed by his company and his yellow Labrador retriever, Arnold, who demonstrated canine search techniques for detecting incendiary devices. No one else spoke. The public hearing was closed. Mr. Atherton moved to adopt the following resolution. Mr. Downey seconded, and the vote for the motion was unanimous as follows:

Ayes: Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling
Nays: None
Absent During Vote: None
Abstention: None

ORDINANCE

A ZONING ORDINANCE TEXT AMENDMENT TO SECTIONS 3-316 AND 5-1704 TO ALLOW, IN THE RA, RC, I-1 AND I-2 ZONING DISTRICTS, STORAGE OF UP TO 100 POUNDS OF EXPLOSIVES PURSUANT TO AN ADMINISTRATIVE PERMIT AND GREATER AMOUNTS SUBJECT TO A SPECIAL EXCEPTION, TO CLARIFY THAT CERTAIN AMMUNITION IS NOT SUBJECT TO REGULATION, AND TO SPECIFY REQUIRED MAGAZINES AND SETBACKS

WHEREAS, on May 26, 2005, the Planning Commission held a public hearing on this issue and forwarded the proposed text amendment to the Board of Supervisors with a unanimous vote recommending its adoption; and

WHEREAS, on July 14, 2005, the Fauquier County Board of Supervisors held a public hearing on this amendment; and

WHEREAS, the adoption of this text amendment would be in the spirit of the Zoning Ordinance, consistent with public convenience, general welfare, and good zoning practices, consistent with the adopted Comprehensive Plan, and is in the best interest of the citizens of Fauquier County; now, therefore, be it

ORDAINED by the Fauquier County Board of Supervisors this 14th day of July 2005, That Section 5-1704 of the Fauquier County Zoning Ordinance be, and is hereby, amended as follows:

5-1704 Additional Standards for Explosives Storage in the RA, RC, I-1 and I-2

Zoning Districts

1. Except as modified below, the County adopts and incorporates herein the Virginia Statewide Fire Prevention Code as it relates to the storage of explosives and fireworks.
2. Approval Process
 - a. Storage of explosives in amounts under 100 pounds may be authorized by an Administrative Special Permit.
 - 1) Prior to issuing a permit, the Zoning Administrator shall seek the advice and counsel of the Fire Marshal and the Sheriff.
 - 2) No permit shall be issued for storage of high explosives or low explosives in quantities of fifty pounds or more unless the applicant is licensed by the Bureau of Alcohol, Tobacco, and Firearms and the Fauquier County Fire Marshal.
 - b. Storage of explosives in amounts greater than 100 pounds shall be authorized by special exception.
 - c. Neither a permit nor a special exception is required to store small arms ammunition, the possession and storage of not more than fifteen pounds of commercially manufactured sporting black powder, twenty pounds of smokeless powder, or under 10,000 small arms primers for hand loading of small arms ammunition for personal consumption.
 - d. Neither a permit nor a special exception is needed to store ammunition, *low explosives, black powder, and ammunition components* for retail sale by a licensed retailer of firearms with a fixed place of business in the County other than his home.
3. All high explosives and low explosives in quantities of fifty pounds or more shall be stored in Type 1 or Type 2 magazines.
- ~~4. Magazine setbacks from all property lines shall be in a minimum of that distance required to unbarricaded public highways with traffic volume less than 3,000 vehicles per day buildings as set forth in the Virginia Statewide Fire Prevention Code. by the Rules and Regulations Governing Manufacture, Storage, Handling, Use and Sale of Explosives as adopted by The Safety and Health Codes Commission of the Commonwealth of Virginia.~~
- ~~52. Storage must be in compliance with all applicable Federal and State regulations.~~
- ~~63. Applicant~~ Any person storing any high explosive or low explosives in quantities of fifty pounds or more shall file with the Board of Supervisors annually a Certificate of Insurance which shows that the applicant has adequate liability insurance which liability insurance shall in no case be less than One Million (\$1,000,000.00) Dollars combined single limit for bodily injury and property damage.
- ~~4. Class I magazines shall be used for the storage of explosives when quantities are in excess of fifty (50) pounds of explosive material.~~

~~5. Class II magazines may be used for temporary storage of less than fifty (50) pounds of explosives at the site of blasting operations or where such amount constitutes not more than one day's supply for use in current operations. In no case shall a Class II magazine be used for overnight storage.~~

7. An eight (8) foot chain link fence or a six (6) foot chain link fence with three (3) strands of barbed wire around the top shall be provided on all four sides of a ~~Class Type I~~ magazine, so as to fully encircle a Class I magazine installation. The fence shall have a gate equipped with case-hardened locks and clasps.

8. ~~Applicant~~ Any person storing any high explosive or low explosives in quantities of fifty pounds or more shall be required to obtain an annual inspection by the Fauquier County Fire Marshal and shall file annually with the Zoning Administrator a copy of the permit issued by the Fauquier County Fire Marshal as well as the permit issued by the Bureau of Alcohol, Tobacco, and Firearms.

COMPREHENSIVE PLAN AMENDMENT #CPAM05-CT-006 – PREMIER AT CEDAR MILL, LLC, CONSTANCE D. CLYDE, TRUSTEE AND LISA M. NIELSON, TRUSTEE, OWNERS AND APPLICANTS - CEDAR MILL/CLYDE PROPERTY

A public hearing was held to consider an application to obtain a Comprehensive Plan Amendment to extend the boundaries of the Warrenton Service District to include the property described as PIN #6994-27-7561-000, located at the intersection of Academy Hill Road (Route 678) and Frytown Road (Route 674), Center District, and the properties described as PIN #6994-26-8780-000, 6994-37-4250-000, 6994-36-7932-000, located on the southwest side of Frytown Road (Route 674), Center District. Rick Carr, Director of Community Development summarized the application and recommended referral to the Planning Commission for further review. Brian Nycely, an adjacent property owner, expressed concern regarding alternate water sources. No one else spoke. The public hearing was closed. Mr. Robison moved to continue the public hearing and table the matter pending a recommendation from the Planning Commission. Mr. Stribling seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

A RESOLUTION TO ADOPT A TEXT AMENDMENT TO THE REMINGTON SERVICE DISTRICT LAND USE PLAN, #CPAM05-LE-011, NEWMAN ENTERPRISES, LC, OWNER

A public hearing was held to consider a Comprehensive Plan Amendment, which would include 41.4968 acres of Industrial Park (I-1) zoned property, identified as PIN 6888-47-8194-000 and 6888-56-8421-000 in the Remington Service District, with a land use designation of

Industrial. The parcels are located on north side of Lucky Hill Road (Route 655) and on the west side of Remington Road (Route 656), Lee District. Rick Carr, Director of Community Development, summarized the application. No one else spoke. The public hearing was closed. Mr. Stribling moved to adopt the following resolution. Mr. Atherton seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

RESOLUTION

A RESOLUTION TO ADOPT A TEXT AMENDMENT TO THE REMINGTON SERVICE DISTRICT LAND USE PLAN, #CPAM05-LE-011, NEWMAN ENTERPRISES, LC, OWNER

WHEREAS, the Fauquier County Planning Commission has requested a Comprehensive Plan Amendment #CPAM05-LE-011 to return designated parcels identified as PIN #6888-56-8421-000 and PIN #6888-47-8194-000 to the Remington Service District; and

WHEREAS, the requested Comprehensive Plan Amendment would include the two (2) referenced parcels, currently zoned Industrial Park (I-1) and previously planned for sewer service through the Remington Wastewater Treatment Plant, with an existing gravity sewer line passing through the eastern edge of the property along Remington Road (Route 656); and

WHEREAS, the referenced parcels were previously included in the 1994 Remington Service District, as well as the Water and Wastewater Master Plan; and

WHEREAS, on June 30, 2005, the Planning Commission held a public hearing on the text amendment to Chapter 6 of the Remington Service District Plan and has determined that:

1. The industrially zoned parcels were effectively and originally planned for Fauquier County Water and Sanitation Authority (WSA) public sewer service in the 1997 Water and Wastewater Master Plan, and Town of Remington water service in an area planned for business development;
2. WSA gravity sewer currently is available through the portion of the referenced property along Remington Road (Route 656), including the requisite manhole service;
3. The soils in this location are not well suited for drainfield development; and
4. Newman trucking operations and their planned expansion represents a valued local business serving the agricultural community.

; and

WHEREAS, the Planning Commission forwarded the proposed text amendment to the Comprehensive Plan to the Board of Supervisors with a unanimous recommendation it be approved; and

WHEREAS, on July 14, 2005, the Fauquier County Board of Supervisors held a public hearing on this amendment; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That Comprehensive Plan Amendment #CPAM05-LE-011, Newman Enterprises, LC, Owner, be, and is hereby, approved.

COMPREHENSIVE PLAN AMENDMENT #CPAM05-SC-010 AND REZONING #REZN05-SC-008 – H. JOE WILTSE, TRUSTEE, OWNER AND APPLICANT – THE WHITE HOUSE

A public hearing was held to consider an application to rezone approximately 2.3 acres from Residential-1 (R-1) to Commercial-Neighborhood (C-1) in order to allow for low impact office/financial institution use. In addition, the Planning Commission has initiated a proposed amendment to Chapter 6 of the Comprehensive Plan for the New Baltimore Service District. The proposed change is to the land use designation for approximately 2.3 acres to Mixed Use Neighborhood from Low Density Residential Up to 1 Dwelling Per Unit Acre. The property is located at 4483 Lee Highway (Route 29), Scott District, further described as PIN #7916-14-9633-000 and 7916-14-9773-000. Rick Carr, Director of Community Development summarized the application. Ben Jones, Esquire, spoke on behalf of the Applicant to request favorable consideration of the application. No one else spoke. The public hearing was closed. Mr. Downey moved to adopt the following resolution and Ordinance. Mr. Atherton seconded, and the vote for the motion was unanimous as follows:

<i>Ayes:</i>	<i>Mr. Harry F. Atherton; Mr. Raymond E. Graham; Mr. William G. Downey; Mr. Richard W. Robison; Mr. Chester W. Stribling</i>
<i>Nays:</i>	<i>None</i>
<i>Absent During Vote:</i>	<i>None</i>
<i>Abstention:</i>	<i>None</i>

RESOLUTION

A RESOLUTION TO APPROVE THE WHITE HOUSE COMPREHENSIVE PLAN AMENDMENT CPAM05-SC-010 TO CHANGE THE LAND USE DESIGNATION OF 2.3 ACRES OF LAND FROM LOW DENSITY RESIDENTIAL TO MIXED USE NEIGHBORHOOD IN THE NEW BALTIMORE SERVICE DISTRICT PLAN

WHEREAS, The Fauquier County Planning Commission initiated a Comprehensive Plan Amendment, CPAM05-SC-010, to allow for a change in the land use designation from Low Density Residential to Mixed Use Neighborhood on the two (2) properties identified by PINs 7916-14-9633-000 and 7916-14-9773-000; and

WHEREAS, the requested Comprehensive Plan Amendment would allow for the companion rezoning for 2.3 acres of land from R-1 to C-1 to allow for a mixed use development of low impact office/financial institution use; and

WHEREAS, on May 26, 2005, the Planning Commission held a public hearing on the application and voted to recommend approval of the Comprehensive Plan Amendment to the Board of Supervisors; and

WHEREAS, on July 14, 2005, the Fauquier County Board of Supervisors conducted a public hearing and considered the written and oral testimony; and

WHEREAS, the Fauquier County Board of Supervisors concurred with the judgment of the Planning Commission and finds that the Comprehensive Plan Amendment is warranted for this request; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 14th day of July 2005, That Comprehensive Plan Amendment CPAM05-SC-010, H. Joe Wiltse, Trustee, Owner/Applicant, be, and is hereby, approved.

; and

ORDINANCE

AN ORDINANCE TO APPROVE REZONING REQUEST REZN05-SC-008, THE WHITE HOUSE

WHEREAS, H. Joe Wiltse, Trustee, Owner and Applicant, has initiated an application to amend the Fauquier County Zoning Map in accordance with the provisions of Zoning Ordinance Sections 13-202 to rezone ±2.3 acres of Residential (R-1) to Commercial-Neighborhood (C-1) to permit a mixed use development of low impact office/financial institution use; and

WHEREAS, on April 26, 2005, the Fauquier County Planning Commission held a public hearing on the rezoning request; and

WHEREAS, on July 14, 2005, the Fauquier County Board of Supervisors held a public hearing on this rezoning request and considered both oral and written testimony; and

WHEREAS, the Fauquier County Board of Supervisors has determined that the proposed rezoning is in conformance with the Fauquier County Comprehensive Plan, as amended; and

WHEREAS, by the adoption of this Ordinance the Board of Supervisors has determined that the public necessity, convenience, general welfare, or good zoning practice is satisfied by this amendment to the Fauquier County Comprehensive Plan; now, therefore, be it

ORDAINED by the Fauquier County Board of Supervisors this 14th day of July 2005, That rezoning request REZN05-SC-008, The White House, to change the Zoning Map

designation of ±2.3 acres from Residential (R-1) to Commercial-Neighborhood (C-1), be, and is hereby, approved, subject to the White House Concept Development Plan prepared by Professional Land Consultants, LLC, and dated February 14, 2005, and the Proffer Statement dated May 26, 2005.

With no further business, the meeting was adjourned at 9:10 P.M.

I hereby certify that this is a true and exact record of actions taken by the Fauquier County Board of Supervisors on July 14, 2005.

Paul S. McCulla
Clerk to the Board of Supervisors